

SECTION 2 - SPECIAL TERMS AND CONDITIONS**2.1 PURPOSE**

The purpose of this solicitation is to establish a contract for the purchase of LiveScan Level 2 Background Screening and 5–Year Rescreening Services in conjunction with the needs of County departments, on an as needed when needed basis.

2.2 TERM OF CONTRACT – FIVE (5) YEARS

This contract will commence on the first calendar day of the month succeeding its approval by the Board of County Commissioners, or designee, unless otherwise stipulated through written notice by the County's Internal Services Department Procurement Management Division, and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the five (5) year contract term.

2.3 METHOD OF AWARD

Award of this contract will be made to the responsive and responsible vendor who meets the minimum requirements, submits an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. If a vendor fails to submit an offer on all items, its overall offer may be rejected. The County will award the total contract to a single vendor.

2.4 MINIMUM REQUIREMENTS

2.4.1 Vendor must be qualified to submit fingerprints electronically to the Florida Department of Law Enforcement (FDLE). As such, the vendor must be listed in the FDLE's "List of Applicant Livescan Vendors and Service Providers Who Have Established Submission Approval from FDLE", at the time of Bid Submittal.

2.4.2 Vendor must be able to provide services at two or more service facilities to accommodate clients from all geographic regions within Miami-Dade County, Florida. Vendor will list its current Miami-Dade service facilities in its Bid Submittal.

2.4.3 Vendor must be able to accept appointment reservations via an Internet web-based system, and/or via telephone. Vendor will provide the web address for its web-based appointment reservations' system and/or, the telephone number for its telephone based appointment reservations' system, in its Bid Submittal.

2.5 REFERENCES

Vendor should be regularly and successfully engaged in the business of providing LiveScan Fingerprint Background Screening Services as described in Paragraph 3.2 of this solicitation. Vendor will provide references from customers to whom it has delivered services that are similar to those described in this solicitation, during the last three years. The references should include the customer's entity name, and the name, title, address, telephone number, and e-mail address of the contact person who can verify that the vendor has successfully delivered LiveScan Fingerprint Background Screening Services. These references should ascertain to the County's satisfaction that the vendor has sufficient expertise and success providing the required services.

2.6 PRICES

The prices resultant from this solicitation shall prevail for the term of the contract, except as hereby noted. The County will consider yearly price adjustments, to be effective on the contract's anniversary date, based on the Consumer Price Index (CPI) for Services for All Urban Consumers, Miami-Fort Lauderdale, FL, area. It is the vendors' responsibility to request any pricing adjustment under this provision. Requests for price adjustment should be submitted to the Internal Services Department Procurement Management Division at least 40 days prior to the contract's anniversary date. The County reserves the right to negotiate prices, approve or disapprove price adjustments, or cancel its contract with the vendor, in its best interest.

2.7 DELIVERY SHALL BE WITHIN FOURTEEN (14) DAYS

County Departments will refer individuals to the awarded vendor for LiveScan Level 2 Background Screening and 5-Year Rescreening Services. The awarded vendor shall perform no services on behalf of the County without a referral from the County. The awarded vendor shall deliver the results of all initial screenings to the County Department that issued the referral within fourteen (14) calendar days of fingerprinting. The results of rescreening services shall be delivered to the County within 14 days of referral. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the awarded vendor; except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the awarded vendor. In these cases, the awarded vendor shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the awarded vendor fail to deliver the results as stated above, the County reserves the right to cancel the contract on a default basis. If the contract is so terminated, it is hereby understood and agreed that the County has the authority to purchase the services elsewhere and to charge the incumbent vendor with any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

2.8 REQUIREMENTS FOR FEDERALLY FUNDED SERVICES (APPLICABLE TO GROUP B)**2.8.1 Compliance with Federal Regulations Due To Use of Federal Funding**

Since the goods, services, and/or equipment that will be acquired under this solicitation will be purchased, in part or in whole, with federal funding, it is hereby agreed and understood Section 60-250.4, Section 60-250.5 and Section 60-741.4 of Title 4 of the United States Code, which addresses Affirmative Action requirements for handicapped workers, is incorporated into this solicitation and any resultant contract by reference.

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement including but not limited to:

- a) Equal Employment Opportunity (EEO) in compliance with Executive Order 11246 as amended and applicable to this contract
- b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions as applicable to this Contract
- c) Environmental Protection Agency (EPA) as applicable to this contract
- d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment

without regard to race, religion, color, age, sex, national origin, sexual preference, disability, or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment such notices as many be required by the Dade County Fair Housing and employment Commission, or other authority having jurisdiction over the work setting for the provisions of the nondiscrimination law.

- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-100.
- f) Miami-Dade County Code Section 10-38 "Debarment"
- g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. Seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance
- h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County

2.8.2 The contract to be awarded under this solicitation will be used by a federally funded agency, the following requirements within this solicitation do not apply to their required services:

2.8.2.1 Section 1 General Terms and Conditions, Paragraph 1.10-Local Preference

2.8.2.2 Section 1 General Terms and Conditions, Paragraph 1.27-Office of the Inspector General

2.8.2.3 Section 1 General Terms and Conditions, Paragraph 1.35-County User Access Program (UAP)

2.8.2.4 Section 1 General Terms and Conditions, Paragraph 1.43-Small Business Enterprises (SBE) Measures

2.8.2.5 Section 1 General Terms and Conditions, Paragraph 1.44-Local Certified Service-Disabled Veteran's Business Enterprise Preference

SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

Miami-Dade County requires a contract for the provision of LiveScan Level 2 Background Screening and 5-Year Rescreening services, on an as needed basis. Level 2 Background Screenings are required for personnel prior to being employed or becoming a volunteer at Community Action and Human Services (CAHSD), and 5-Year Rescreenings are required to ensure that previously screened employees and volunteers maintain Level 2 standards.

3.2 SERVICES TO BE PROVIDED

- 3.2.1 Vendor shall provide Level 2 Screenings and Rescreenings in accordance with chapters [435](#), [984](#), and [985](#) of the Florida Statutes on an as needed basis.
- 3.2.2 Background screenings shall consist of a state and national fingerprint check through the Florida Department of Law Enforcement (FDLE) and the Federal Bureau of Investigations (FBI) as well as Agency for Health Care Administration, the Department of Children and Families, the Agency for Persons with Disabilities, the Department of Elder Affairs, the Department of Health, the Department of Juvenile Justice and Vocational Rehabilitation.
- 3.2.3 The 5-Year Rescreen must be completed on all state and contract provider employees and volunteers every five years of employment or service. The five-year increments are calculated follows:
- For CAHSD employee's/volunteer's - from the date of hire/utilization.
 - For contract/grant providers - from the date fingerprints are electronically transmitted to the Clearinghouse.
- 3.2.4 Vendor shall use Livescan technology to electronically submit fingerprints to FDLE. Livescan enables FDLE to immediately provide arrest notifications to County departments on employees who are arrested during the term of their employment.
- 3.2.5 Vendor must be capable of collecting and submitting electronic fingerprints to the Florida Department of Law Enforcement (FDLE), the State of Florida Department of Elder Affairs (DOEA) and the State of Florida Department of Children and Families (DCF) in compliance with Florida Statutes [409.175](#), [393.0655](#), [394.4572](#), [397.451](#), [430.0402](#), [435.12](#), [435.01\(2\)](#), [430.08](#), and [435.04](#).
- 3.2.6 Vendor must ensure the integrity and security of all personal information according to Florida Statute [435.04\(1\)\(c\)](#).
- 3.2.6 Vendor must provide background screening applications and receive and handle submission of electronic LiveScan Submission Forms prior to appointment.
- 3.2.7 Vendor must provide seven (7) years of records retention for all screens performed under any contract resulting from this solicitation.